

**HYDE PARK HIGH SCHOOL  
ALUMNI ASSOCIATION, Inc.  
CHICAGO, ILLINOIS**

**BYLAWS**

**Revision I**

**REVISION II**

**~~August 2007~~**

**FEBRUARY 2011**

**Revision III**

**July 12, 2012**

## **ARTICLE I**

### **Mission/Purpose**

#### Section 1. Mission

The Mission of the Hyde Park High School Alumni Association, Inc., is to contribute to the growth and well-being of the Hyde Park High School (Academy) student body.

#### Section 2. Purpose

The purpose of the Association is to uphold, rebuild, and restore the integrity and values of Hyde Park High School (Academy).

## **ARTICLE II**

### **Registered Officers and Registered Agent**

The Association shall have and continuously maintain a registered office in the State of Illinois at 9021 South Marshfield, Chicago, Illinois 60620 and a registered agent whose office is identical with such registered office and may have other offices within or without the State of Illinois as the Board may, from time to time, determine.

## **ARTICLE III**

### **Directors and Trustees**

Board **Members** and Trustees shall have similar privileges with the exception that Trustees will not have the right to vote.

#### Section 1. General Powers

The affairs of the Association shall be managed by its Board of Directors and Trustees. All voting rights shall be vested solely by the Directors of the Association.

#### Section 2. Number

The number of Directors shall be (i) not less than nine (9) and (ii) not more than-EIGHTEEN (18).

The number of Trustees shall be NO MORE THAN TEN (10).

#### Section 3. Regular Meetings

The Board shall meet a minimum of six (6) times each year.

#### Section 4. TERM of Office.

A term of office for Trustees shall be NO LESS THAN ONE (1) YEAR.

#### Section 5. Classes

Terms of **Directors** shall be set into three (3) classes, using the rule of nine (9). As discussed, the minimum number of Directors will be nine (Article III, Section 2). Therefore elections for Directors shall be annually for three (3) Directors. This formula will enable the Board to stay constant. As one election is opened nine (9) seats will remain filled. A **Director's** term is three (3) years and can be eligible for reelection by the Board for a new term.

Section 6. Board Vacancy: The board has the authority to fill any unexpired vacant **Directors** term by a majority vote.

Section 7. Any **Director** may be removed by an affirmative vote of three quarters (3/4) of the Board of Directors present and voting at any duly called meeting at which a quorum is present whenever in its judgment the best interests of the Association may be served thereby.

In case for any reason the number of **Directors** in office becomes fewer than the minimum number provided by Section 2 of this Article, the Board shall elect additional **Directors** sufficient to achieve such minimum number within one year. During the time that the Board consists of fewer than the minimum number required, actions taken by the Board shall be valid with a majority vote of the reduced number. In addition, the Board may elect **Directors** to fill vacancies created by death, ineligibility or resignation of any **Director's** terms of office. Any **Director** so elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor and until his or her successor shall have been elected. If an election of **Directors** is not held at an Annual Meeting, it may be held at any adjournment thereof or at any regular meeting or special meeting called for that purpose. If such election shall be held at any meeting other than an Annual Meeting or adjournment thereof, a notice of such meeting, stating that an election will be held, shall be mailed to each member of the Board in accordance with Section 9 of this Article.

The Board shall from time to time fix obligations for continuing membership in the Board to the end that all Directors accept certain basic responsibilities and share in the growth of the organization.

Any Director may be removed by an affirmative vote of three-quarters (3/4) of the Board of Directors present and voting at any duly called meeting whenever in its judgment the best interests of the Association may be served thereby.

## Section 7. Election of Officers

An annual meeting of the Board of Directors shall be held without notice other than this Bylaw on the fourth Thursday in the month of June in each year, at the hour of 6:00 p.m. for the purpose of electing Officers, Directors, and Trustees and for the transaction of such other business as may come before the meeting. Such meeting shall be held at such place as the Directors shall designate, and if no such designation is made, then such meeting shall be held at the registered office of the Association in the State of Illinois. With proper notice the date and place of the meeting may be changed by the President of the Board. The Board will determine the time and place of regular meetings.

## Section 8. Special Meetings

Special meetings of the **Directors** shall be called by the President and shall be called by him/her upon written request of not less than five (5) **Directors**. Such notice of special meeting shall contain a summary of the business intended to be brought before the meeting. The general subject matter of the business intended to be brought before the special meeting must be specified in the notice of such meeting, and the Board may not take action with respect to other subject matters at such special meeting. Additional business intended to be brought before the meeting may be added by subsequent notice in accordance with Section 9 of this article, and shall be added by the President upon written request of not less than (5) **Directors** actually received by the President in time to permit notice thereof in accordance with Section 9 of this Article. Any special meeting may be held at such a place within the City of Chicago, Illinois, as the President may determine.

## Section 9. Notice.

Notice of any special meeting or any change in the time or place of the annual meeting for the election of Officers, **Directors**, and Trustees shall be given at least (5) days previously thereto by written notice delivered personally or sent by mail, telegram, **email** or facsimile to each **Director** at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent and electronic confirmation of receipt is received, from any **Director** whose facsimile number is shown by the records of the Association. If notice sent by email, confirmation of receipt is determined by the system confirming successful submission of email which is shown by the records of the Association. Any **Director** may waive notice of any meetings. **If a special meeting is lawfully convened and circumstance bring about an unlawful status of this meeting, a Director who waived attendance can object to the transaction of any business at the meeting.**

## Section 10. Quorum

One-half (1/2) of the **Directors** plus one then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors (whether or not such Directors vote at such meetings), provided that if a quorum shall not be present, the presiding officer or a majority of the Directors then present shall adjourn the meeting from time to time without further notice. Trustees cannot fill these vacancies to make a quorum.

## Section 11. Manner of Acting.

The act of a majority of the **Directors** present and voting on a resolution at a meeting at which a quorum is present shall be the act of the Board Members, except where otherwise provided by law.

A **Director** may give a written voting proxy to another **Director** by letter or email to vote in their absence.

## Section 12. Legal Counsel.

The **Directors** may appoint an individual as Legal Counsel to the Association, who shall provide legal advice to the **Directors** when requested. The Legal Counsel may, but need not be a member of the **Board of Directors**, and compensation if any shall be fixed by the **Directors**.

# ARTICLE IV

## Officers

### Section 1. Number and Title

The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board), a Treasurer, Secretary, Trustee and such other Officers as deemed appropriate by the Board. All Officers shall be, by election, voted solely by the Board to that office for a period of three years (1 term) and can be reelected by that Board for a continued term.

In selecting Officers for the Association, the Board shall give consideration to continuity in officers with the objective of developing experienced leadership for the organization.

### Section 2. Election and Term of Office

See Article III, Section 2,4,5, and 8

### Section 3. Removal

Any **Director** or Officer may be removed by an affirmative vote of three fourths ( 3/4 ) of the Board present and voting at any duly called meeting, whereby the best interests of the Association, may be served.

#### Section 4. President

The President of the Association shall preside at all meetings of the Board of Directors.

In the absence of the President or in the event of his/her inability, or refusal to act, the Vice President shall perform the duties of the President and when so acting shall have all of powers of and be subject to all the restrictions upon the President.

The President shall be the principal volunteer officer of the Association, shall in general supervise and control all of the business affairs of the Association and shall have power to give direction to the Vice President, Treasurer and Secretary of the Association, subject only to the direction of the **Directors**.

The President may sign, with the Secretary, or any other proper Officer of the Association, authorized by **Directors**, any checks, deeds, mortgages, bonds, contracts or other instruments which the **Board of Directors** has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the **Directors** or by those Bylaws to some other Officer or **Director** of the Association, or shall be required by law to be otherwise signed or executed. He or she shall in general perform all duties incidental to the office of the President and such other duties as may be prescribed by the **Directors** from time to time, such as standing and ad hoc committees.

#### Section 5. Vice President (s)

The **Directors** may elect one (1) or more Vice Presidents. The Vice President, or if there shall be more than one (1), the Vice Presidents, in the order determined by the Board of Directors, or in the absence of such determination, in the order of their elections, shall act in the absence or disability of the President, and shall perform such other duties and have such powers as the **Board of Directors** of the President may from time to time prescribe.

#### Section 6 Treasurer

The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever. Another Officer, other than the treasurer, can be appointed to deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article XI of these Bylaws; and in general perform all the duties as may from time to time be assigned to him/her by the President or by the Board of Directors. If required by the **Directors**, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the **Directors** shall determine.

### Section 7. Secretary

The Secretary shall keep the minutes of the meetings of the **Directors**; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be the custodian of the Corporate records and of the Seal of the Association, and see that the Seal is affixed to all documents, the execution of which on behalf of the Association under its Seal is required; keep a register of the name and post office address, facsimile number (if available) **and email** of each **Director**, Trustee and Officer of the Association; and in general perform all the duties incidental to the office of Secretary and such other duties as may from time to time be assigned by the President or by the **Directors**.

### Section 8. Eliminated

## ARTICLE V

### Membership

In order to be a member of the Association, an individual has to meet the following criteria.

#### Section 1.

Prospectus should be a graduate of Hyde Park High School (Academy), Chicago, Illinois; or in the alternative, and/or have received a Graduation Equivalency Diploma (GED) without attendance at any other high school subsequent to having attended Hyde Park High School (Academy) Chicago, Illinois.

#### Section 2.

Adhere to policies and procedures set forth in the Bylaws and amendments to the Bylaws in the future.

#### Section 3.

Be actively supportive of the Associations mission and purpose.

## ARTICLE VI

### Director Conflict of Interest

Section 1. If a transaction is fair to the Association at the time it is authorized, approved or ratified, the fact that a director of the Association (Board member) is directly or indirectly a party to the transaction is not grounds for invalidating the transaction.

Section 2. In a proceeding contesting the validity of a transaction described in Section 1, the person asserting validity has the burden of proving fairness. If however, the material facts of the transaction and the director's interest or relationship were disclosed or known to the **Directors** or a committee consisting entirely of directors and the board or committee authorized, approved or ratified the transaction by affirmative votes of a majority present and voting, directors not a party to the transaction, even though the directors not a party to the transaction are less than a quorum.

Section 3. The presence of the director, who is directly or indirectly a party to the transaction described in section 1, or a director who is otherwise not disinterested, may be counted in determining whether a quorum is present but may not be counted when the **Directors**, a committee of the board takes action on the transaction.

Section 4. For purposes of this Article, a **Director** is "indirectly" a party to the transaction if the other party to the transaction is an entity in which the director has a material financial interest or of which the director is an officer, director or general partner.

## ARTICLE VII

### Indemnification of Directors and Officers

Section 1. Right to Indemnification. Each person who was made a party or is threatened to be made a party to or is involved in or called as a witness in any Proceeding (as hereinafter defined) because he or she is an Indemnified Person (as hereafter defined), shall be indemnified and held harmless by the Association to the fullest extent permitted under the General Not for Profit Association Act of Illinois (the "NFP Act"), as the same exists or may hereafter be amended or replaced (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights that the NFP Act permitted the Association to provide prior to such amendment). Such indemnification shall cover all expenses incurred by an indemnified Person (including, but not limited to, attorneys' fees and other expenses of litigation) and all liabilities and losses (including, but not limited to, judgments, fines, ERISA or other excise taxes or penalties and amounts paid or to be paid in settlement) incurred by such person in connection therewith.



Notwithstanding the foregoing except with respect to the indemnification specified in Section 3 of this Article, the Association shall indemnify an Indemnified Person in connection with a proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the **Directors** of the Association.

For purposes of this Article:

- (i) a “Proceeding” is an action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal therefrom;
- (ii) an “Indemnified Person” is a person who is, was, or had agreed to become a **Director** or an Officer or a Delegate, as defined herein, of the Association or the legal representative of any of the foregoing; and
- (iii) a “Delegate” is a person serving at the request of the Association or a subsidiary of the Association as a Director, Trustee, Fiduciary, or officer of such subsidiary or of another Association, partnership, joint venture, trust or other enterprise.

Section 2. Expenses. Expenses, including attorneys’ fees, incurred by a person indemnified pursuant to Section 1 of this Article in defending or otherwise being involved in a Proceeding shall be paid by the Association in advance of the final disposition of such Proceeding, including any appeal therefrom, upon receipt of an undertaking (the “Undertaking”) by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association; provided, that in connection with a Proceeding (or part thereof) initiated by such person, except a proceeding authorized by Section 3 of this Article, the Association shall pay said expenses in advance of the final disposition only if such Proceeding (or part thereof) was authorized by **Directors**. A person to whom expenses are advanced pursuant hereto shall not be obligated to repay pursuant to the Undertaking until the final determination of any pending Proceeding in a court competent jurisdiction concerning the right of such person to be indemnified or the obligation of such person to repay pursuant to the Undertaking.

Section 3. Protection of Rights. If a claim under Section 1 of this Article is not promptly paid in full by the Association after a written claim has been received by the Association or if expenses pursuant to Section 2 of this Article have not been promptly advanced after a written request for such advance accompanied by the Undertaking has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim or the advancement of expenses. If successful, in whole or in part, in such suit, such claimant shall also be entitled to be paid the reasonable expense thereof (including without limitation attorneys’ fees). It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required Undertaking has been tendered to the Association) that indemnification of the

claimant is prohibited by law, but the burden of proving such defense shall be on the Association. Neither the Failure of the Association (including its **Directors** and independent legal counsel) to have made a determination, if required, prior to the commencement of such action that indemnification of the claimant is proper in circumstances, nor an actual determination by the Association (including its **Directors** and independent legal counsel) that indemnification of the claimant is prohibited, shall be a defense to the action or create a presumption that indemnification of the claimant is prohibited.

#### Section 4. Miscellaneous.

(i) Non-Exclusivity of Rights. The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the articles of in Association, by-law, agreement or vote of disinterested directors or otherwise. The **Directors** shall have the authority, by resolution, to provide for such indemnification of employees or agents of the Association or others and for such other indemnification of **Directors**, Officers of Delegates as it shall deem appropriate.

(ii) Insurance, Contracts and Funding. The Association may maintain insurance, at its expense, to protect itself and any **Director**, Officer, employee, or agent of, or person serving in any other capacity with, the Association or another Association. Partnership. Joint venture, trust or other enterprise against any expenses, liabilities or losses, whether or not the Association would have to power to indemnify such person against such expenses, liabilities or losses under the NFP Act. The Association may enter into contracts with any **Director**, Officer or Delegate of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect the advancing of expenses and indemnification as provided in this Article.

(iii) Contractual Nature. The provisions of this Article shall be applicable to all Proceedings commenced or continuing after its adoption, whether such arise out of events, acts or omissions which occurred prior or subsequent to such adoption, and shall continue to a person who has ceased to be a **Director**, Officer or Delegate and shall inure to the benefit of the heirs, executors and administrators of such person. This Article shall be deemed to be a contract between the Association and each person who, at any time that this Article is in effect, serves or agrees to serve in any capacity which entitles such person to indemnification hereunder and any repeal or other modification of this Article or any repeal or modification of the NFP Act or any other applicable law shall not limit any Indemnified Person's entitlement to the advancement of expenses or indemnification under this Article for Proceedings then existing or later arising out of events, acts or omissions occurring prior to such repeal or modification, including, without limitation, the right to indemnification for Proceedings commenced after such repeal or modification to enforce this Article with regard to

Proceedings arising out of acts, omissions or events occurring prior to such repeal or modification.

(iv) Severability. If this Article or any portion hereof shall be invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which shall not have been reversed on appeal, such as invalidity or unenforceability shall not affect the other provisions hereof, and this Article shall be construed in all respects as if such invalid or unenforceable provisions has been omitted therefrom.

## ARTICLE VIII

### Contracts, Checks, Deposits and Funds

Section 1. Contracts. The **Directors** may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorizes by these Bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, noted, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such a manner as shall from time to time be determined by resolution of the **Directors**.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the **Directors** may select.

Section 4. Bank Accounts. Bank accounts will be opened by the Officers of the Association ( President, Secretary OR Treasurer ), at such banks as they may deem desirable consistent with the purposes of the Association, and the same Officers of the Association who are from time to time authorize to withdraw funds with respect to the account of the Association are hereby authorized to withdraw funds from the accounts so established.

Section 5. Restricted and Unrestricted Funds. The funds of the Association shall be divided into restricted funds and unrestricted funds. Restricted funds shall include all donations, gifts, legacies, devises, endowments and other contributions for restricted purposes. Funds earmarked for designated clubs, camps, or services , shall be used solely for the purpose as designated or specified by the donor. All other funds shall be designated as the unrestricted funds of the Association.

## **ARTICLE IX**

### **Books and Records**

The Association shall keep correct and complete books and records of the accounts and minutes of the proceedings of its **Directors** and shall keep at the Registered or Principal Office a record giving the name and address of all **Directors** (Board Members) and Officers of the Association.

## **ARTICLE X**

### **Fiscal Year**

The fiscal year of the Association shall begin on the first day of **July** and end on the last day of **June** each year.

## **ARTICLE XI**

### **Seal**

The **Directors** shall provide a Corporate Seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words, "Corporate Seal, Illinois."

## **ARTICLE XII**

### **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the General Not-for-Profit Association Act of Illinois or under the Provisions of the Articles of the Association or by the bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to giving of such notice.

### **ARTICLE XIII**

#### **Bylaws may be altered, amended or repealed**

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by  $\frac{3}{4}$  votes of the **Directors** (Board Members) present at the meeting in which at least five (5) days written notice has been given of intention to alter, amend or repeal or to adopt new bylaws at such meeting.

Said notice will contain the following suggested changes or addition to the bylaws, date time and location of the meeting.

This notice will be sent by "Registered Mail" or e-mail to all Board Members by the Board secretary

### **ARTICLE XIV**

#### **Dissolution**

In the event of the Dissolution of the Association or the winding up of its affairs, or other liquidation of its assets, the Association's property shall not be conveyed to any organization created or operated for profit or to any individual for less than fair market value of such property, and all assets remaining after the payment of the Associations, debts shall be conveyed or distributed only to an organization or organizations created and operated for non-profit purposes similar to those of the Association other than one created for religious purposes: PROVIDED, however, that the Association shall at all times have the power to convey any of all of its property to the Illinois Secretary of State.